

EXHIBIT D

4478 #320

STATE OF MICHIGAN
IN THE 1ST DISTRICT COURT

Monroe Bank & Trust

Plaintiff,

Case No.

vs.

Hon.

Ralph J Lewis
and
Kimberly C Lewis

Defendant.

WEBER & OLCESE, P.L.C.
Michael Kirschenheiter (P75722)
Sazan Bardha (P65425)
Attorneys for Plaintiff
3250 West Big Beaver Road
Suite 124
Troy, Michigan 48084
866/816-8118

COMPLAINT

NOW COMES Plaintiff, Monroe Bank & Trust ("Plaintiff"), by and through its attorneys, Weber & Olcese, P.L.C., and for its Complaint against Defendant(s), Ralph J Lewis and Kimberly C Lewis ("Defendant"), states as follows:

JURISDICTION

1. That Plaintiff's attorneys are debt collectors attempting to collect a debt and any information obtained will be used for that purpose.
2. That pursuant to MCR 2.113(C)(2), there is no other pending or resolved civil action arising out of the transactions or occurrences alleged in this Complaint.
3. That Plaintiff is doing business in the City of Monroe MI 48161.
4. That upon information and belief, Defendant is domiciled in the City of ERIE MI 48133-9483.
5. That the amount in controversy is \$506.25.

COUNT I

BREACH OF CONTRACT

6. That Plaintiff incorporates by reference Paragraphs 1 through 5.

7. That on or about August 24, 2006, Defendant entered into a contract with Plaintiff for goods sold and delivered and/or services rendered on open account, Account Number(s):

*****5254

8. That a copy of the contract is attached or, alternatively, the contract is in the possession of Defendant pursuant to MCR 2.113(F)(1)(b) (see attached Exhibits).

9. That the contract was entered into for valid consideration and lawful and proper purposes and is legally enforceable in all respects.

10. That Plaintiff has performed all of its obligations and fulfilled all of its conditions precedent under the terms of the contract.

11. That Defendant has, without excuse, defaulted upon and materially breached the contract.

12. That as a result of Defendant's breach, Plaintiff has suffered damages in the sum of \$506.25 (see attached Exhibits).

WHEREFORE, Plaintiff prays that Judgment be entered in its favor and against Defendant in the amount of \$506.25.

COUNT II

ACCOUNT STATED

13. That Plaintiff incorporates by reference Paragraphs 1 through 12.

14. That Plaintiff and Defendant have consented to a sum as the credit balance due from one another on the account.

15. That Defendant has received periodic billing statements from Plaintiff to which Defendant has made payment(s) towards and/or not objected to.

16. That Defendant's payments and/or failure to successfully question the state of the account within a reasonable amount of time constitutes an admission of correctness.

17. That Defendant has been given all set-offs, credits and/or allowances on the account and is indebted to Plaintiff in the amount of \$506.25(see attached Exhibits).

18. That a statement of the account and an affidavit verifying the account are attached to this Complaint and incorporated by reference (see attached Exhibits).

WHEREFORE, Plaintiff prays that Judgment be entered in its favor and against Defendant in the amount of \$506.25.

COUNT III

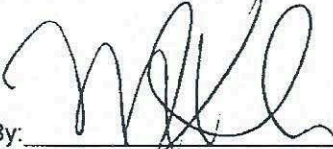
UNJUST ENRICHMENT

19. That Plaintiff incorporates by reference Paragraphs 1 through 18.
20. That, alternatively, Defendant has received a benefit from Plaintiff in the amount of \$506.25.
21. That Defendant has been unjustly enriched at the expense of Plaintiff.
22. That Defendant is required to make restitution to Plaintiff.
23. That it is inequitable for Defendant to retain the benefit.

WHEREFORE, Plaintiff prays that Judgment be entered in its favor and against Defendant in the amount of \$506.25.

Respectfully submitted,

WEBER & OLCESE, P.L.C.



By: _____
Michael Kirschenheiter (P75722)
Sazan Bardha (P65425)

Attorneys for Plaintiff
3250 West Big Beaver Road
Suite 124
Troy, Michigan 48084
866/816-8118

Dated: July 25, 2016

AFFIDAVIT OF ACCOUNT

STATE OF Michigan
COUNTY OF Monroe

Maria Towne, being first duly sworn, deposes and says:

1. That he/she is the Collection Supervisor for Plaintiff, Monroe Bank & Trust, is of legal age, is familiar with the facts made in this Affidavit and, if sworn as a witness, is competent to testify to them;

2. That he/she is authorized to make this affidavit based on behalf of Plaintiff;

3. That he/she makes this Affidavit based upon Plaintiff's books and/or records of account in existence and thus far discovered in the course of preparing this Affidavit.

4. That Defendant, Ralph J Lewis ("Defendant"), is justly indebted to Plaintiff in the amount of \$506.25, including interest of \$.00 as of June 27, 2016, on Account Number : *****5254.

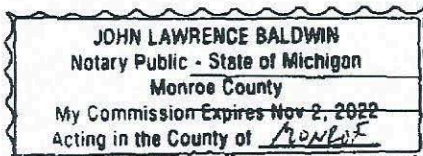
5. That there are no set-offs, credits, by payment or return, or allowances due Defendant by Plaintiff.

Monroe Bank & Trust

By: Maria Towne

Its: Collection Supervisor

Subscribed and sworn to before me this
28th day of JUNE, 2016.



John Lawrence Baldwin
_____, Notary Public
County, _____

My commission expires: _____

4478

AFFIDAVIT OF ACCOUNT

STATE OF Michigan
COUNTY OF Monroe

Maria Tawne, being first duly sworn, deposes and says:

1. That he/she is the Collection Supervisor for Plaintiff, Monroe Bank & Trust, is of legal age, is familiar with the facts made in this Affidavit and, if sworn as a witness, is competent to testify to them;

2. That he/she is authorized to make this affidavit based on behalf of Plaintiff;

3. That he/she makes this Affidavit based upon Plaintiff's books and/or records of account in existence and thus far discovered in the course of preparing this Affidavit.

4. That Defendant, Kimberly C Lewis ("Defendant"), is justly indebted to Plaintiff in the amount of \$506.25, including interest of \$.00 as of June 27, 2016, on Account Number : *****5254.

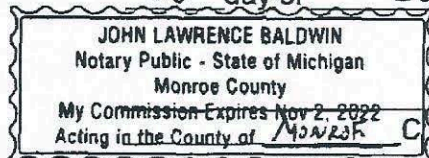
5. That there are no set-offs, credits, by payment or return, or allowances due Defendant by Plaintiff.

Monroe Bank & Trust

By: Maria Tawne

Its: Collection Supervisor

Subscribed and sworn to before me this
28th day of JUNE, 2016.



John Lawrence Baldwin
Notary Public

My commission expires: _____

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ACCOUNT:

DOCUMENT:

PAGE: 1

5254 10/10/2006

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DALE J. LEWIS
 HONORARY C. LEWIS
 6000 D BROADWAY LANE 80
 BETH LE 40133-9699

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*** FINAL STATEMENT ***

Home Buying Seminar Thursday, October 19 6pm-7:30pm
 Lombardville Office 7341 Soccer Road at
 1st Mortgage Center 1050 S. Monroe Street in Monroe
 Great for first time home buyers! Call 734-242-2204

FINANCIAL ACCOUNT 5254

DESCRIPTION	DRAFTS	CHECKS	DATE	BALANCE
BALANCE LAST STATEMENT			09/08/06	465.25-
OVERDRAFT CHARGE	5.00		09/11/06	470.25-
OVERDRAFT CHARGE	5.00		09/12/06	475.25-
OVERDRAFT CHARGE	5.00		09/13/06	480.25-
OVERDRAFT CHARGE	5.00		09/14/06	485.25-
OVERDRAFT CHARGE	5.00		09/15/06	490.25-
OVERDRAFT CHARGE	5.00		09/18/06	495.25-
OVERDRAFT CHARGE	5.00		09/19/06	500.25-
OVERDRAFT CHARGE	5.00		09/20/06	505.25-
OVERDRAFT CHARGE	5.00		09/21/06	510.25-
OVERDRAFT CHARGE	5.00		09/22/06	515.25-
OVERDRAFT CHARGE	5.00		09/25/06	520.25-
OVERDRAFT CHARGE	5.00		09/26/06	525.25-
OVERDRAFT CHARGE	5.00		09/27/06	530.25-
OVERDRAFT CHARGE	5.00		09/28/06	535.25-
OVERDRAFT CHARGE	5.00		09/29/06	540.25-
OVERDRAFT CHARGE	5.00		10/02/06	545.25-
OVERDRAFT CHARGE	5.00		10/03/06	550.25-
OVERDRAFT CHARGE	5.00		10/04/06	555.25-
OVERDRAFT CHARGE	5.00		10/05/06	560.25-
ACCOUNT CLOSED BY BANK		566.25	10/05/06	5.00
REVERSE CHARGE	5.00		10/06/06	.00
BALANCE THIS STATEMENT			10/10/06	.00
TOTAL CREDITS (1)		566.25		
TOTAL DEBITS (20)		101.00		

*** CONFIDENTIAL ***

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ACCOUNT:
DOCUMENT:

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10/19/2006
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RALPH J LEVINE
ET ALORLY C LEVINE

PRELIMINARY ACCOUNT 5250

ITEMIZATION OF NOW PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NET PAID ITEM FEE:	.00	1,404.00
NET RETURNED ITEM FEE:	.00	100.00
OVERSIGHT FEE:	95.00	150.00

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ACCOUNT:
DOCUMENT:

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09/08/2005
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DALE J LAYNE
DALE J LAYNE
6000 S DIXIE HWY LOT 00
LAKE MI 48133-9699

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PERIODIC ACCOUNT 5254

DESCRIPTION	DEBIT	CREDIT	DATE	BALANCE
BALANCE LAST STATEMENT			08/10/06	46.07
7276 WITHDRAWAL 1500 S CUSTER MOTOR MIND	20.00		08/10/06	26.07
800006 PURCHASE 9782 M-36 S US 23 WALKER MIND	15.00		08/15/06	11.07
DEPOSIT 290002 PURCHASE 1500 E. ALPINE RD TOLAND OHIO MEIJER		1,440.66	08/17/06	1,451.73
DEPOSIT 110	107.52		08/17/06	1,344.21
6317 WITHDRAWAL 6560 LEWIS AVENUE TOLAND OHIO MEIJER	300.00		08/17/06	1,044.21
290002 PURCHASE 1500 E. ALPINE RD TOLAND OHIO MEIJER	72.17		08/18/06	972.04
DEPOSIT 110		300.00	08/18/06	672.04
2626 WITHDRAWAL 9796 S DIXIE HWY LAKE MI	300.00		08/21/06	372.04
8560 WITHDRAWAL 4215 LUNA PIKE RD LUNA PIKE MI	300.00		08/21/06	72.04
2769 WITHDRAWAL 9796 S DIXIE HWY LAKE MI	21.95		08/21/06	50.09
312255 PURCHASE ONE MICROSOFT VNY 800-3865550 WIRE M	40.00		08/21/06	10.09
Dial Up Sub		0.70	08/22/06	10.79
019370 PURCHASE 5821 S DETROIT AVE TOLAND OHIO MEIJER	11.31		08/22/06	7.48
DEPOSIT 3030 DEPOSIT 9796 S DIXIE HWY LAKE MI		32.00	08/23/06	39.48
346600 PURCHASE 9780 S DIXIE HWY LAKE MI	1.00		08/24/06	38.48
DEPOSIT 7529 DEPOSIT 6560 LEWIS AVENUE TOLAND OHIO MEIJER				
FEE FOR WITHDRAWAL 5821 S. DETROIT TOLAND OHIO				

*** CONTINUED ***



RALPH J LEVIN
KIMBERLY C LEVIN

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ACCOUNT:

DOCUMENTS:

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FINANCIAL ACCOUNT 5250

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
FEE FOR WITHDRAWAL 5021 N. DETROIT TOLSON CREDIT	1.00		08/20/06	37.48
360060 WITHDRAWAL 5021 N. DETROIT TOLSON CREDIT	61.50		08/20/06	24.02-
360060 WITHDRAWAL 5021 N. DETROIT TOLSON CREDIT	101.50		08/20/06	125.52-
DEF FEE CHARGE	55.00		08/25/06	181.52-
3010 PURCHASE USA HOCKEY 7195768724 COUN USA HOCKEY	30.00		08/25/06	211.52-
DEF FEE CHARGE	20.00		08/28/06	239.52-
OVERDRAFT CHARGE	5.00		08/31/06	244.52-
OVERDRAFT CHARGE	5.00		09/01/06	249.52-
PAYPAL INST XFER 5072220076372	111.78		09/05/06	361.30-
OVERDRAFT CHARGE	5.00		09/05/06	366.30-
DEF FEE CHARGE	28.00		09/05/06	394.30-
OVERDRAFT CHARGE	5.00		09/06/06	399.30-
082355 PURCHASE ONE MICROSOFT WAY 800-3855550 WASH MAN				
Dial Up Sub	21.95		09/07/06	421.25-
OVERDRAFT CHARGE	5.00		09/07/06	426.25-
DEF FEE CHARGE	28.00		09/08/06	454.25-
SERVICE CHARGE	6.00		09/08/06	460.25-
OVERDRAFT CHARGE	5.00		09/08/06	465.25-
DRAWN FROM STATEMENT			09/08/06	465.25-
TOTAL CREDITS (3)	1,461.36	MINIMUM BALANCE		454.25-
TOTAL DEBITS (29)	1,992.50	AVG AVAILABLE BALANCE		77.75
		AVERAGE BALANCE		113.92

--- ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD ---

TOTAL CHARGE FOR MAINTENANCE CHARGE: 6.00

--- ITEMIZATION OF DEF PAID AND RETURNED ITEM FEE ---

	THIS PERIOD	YTD TO DATE
DEF PAID ITEM FEE:	140.00	1,464.00
DEF RETURNED ITEM FEE:	.00	140.00
OVERDRAFT FEE:	30.00	95.00